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12 as Amazon.com Seller Pugcrazy DVDs

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15

16 Warner Bros. Home Entertainment Inc.,

17 Plaintiff,

18 v.

19 Mark Crosby, an individual and d/b/a as  
20 Amazon.com Seller Pugcrazy DVDs and  
Does 1-10, inclusive,

21 Defendants.  
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Case No. CV12-6529 DMG (FFMx)

CONSENT DECREE AND  
PERMANENT INJUNCTION [7]

23 The Court, having read and considered the Joint Stipulation for Entry of  
24 Consent Decree and Permanent Injunction that has been executed by Plaintiff  
25 Warner Bros. Home Entertainment Inc. ("Plaintiff") and Defendant Mark  
26 Crosby, an individual and d/b/a as Amazon.com Seller Pugcrazy DVDs  
27 ("Defendant"), in this action, and good cause appearing therefor,  
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1           IT IS HEREBY ORDERED that based on the Parties' stipulation and only  
2 as to Defendant, his successors, heirs, and assignees, this Injunction shall be and  
3 is hereby entered in the within action as follows:

4       1) This Court has jurisdiction over the parties to this action and over the  
5 subject matter hereof pursuant to 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. §§ 1331  
6 and 1338. Service of process was properly made against Defendant and by  
7 voluntarily entering into the Joint Stipulation re Entry of Consent Decree and  
8 Permanent Injunction, Defendant has waived any objection to the Court's  
9 exercise of personal jurisdiction over him.

10       2) Plaintiff owns or controls the copyright or pertinent exclusive right to  
11 distribute or license the distribution of home video and digital products,  
12 including video home cassettes (VHS) as well as optical discs, including, but not  
13 limited to, digital versatile discs (DVDs) and Blu-ray discs (collectively "Media  
14 Products") incorporating the motion picture or television titles subject to the  
15 copyright registrations listed in Exhibit "A" attached hereto and incorporated  
16 herein by this reference (collectively referred to herein as "Plaintiff's Works").

17       3) Plaintiff has alleged that Defendant has made unauthorized uses of  
18 Plaintiff's Works or substantially similar likenesses or colorable imitations  
19 thereof.

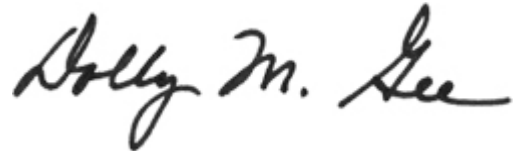
20       4) Defendant and his agents, servants, employees, representatives, successor  
21 and assigns, and all persons, firms, corporations or other entities in active  
22 concert or participation with him who receive actual notice of the Injunction are  
23 hereby restrained and permanently enjoined from infringing – directly,  
24 contributorily, or vicariously – or enabling, facilitating, permitting, assisting,  
25 soliciting, encouraging, inducing, authorizing, aiding or abetting, materially  
26 contributing to, or persuading anyone to infringe in any manner Plaintiff's  
27 Works, including, but not limited to, the following:  
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- a) Copying, reproducing, downloading, distributing, uploading, linking to, transmitting, or publicly performing, or using trademarks, trade names or logos in connection with unauthorized Media Products containing any of Plaintiff's Works;
  - b) Enabling, facilitating, permitting, assisting, soliciting, encouraging, abetting, or inducing any person or entity to copy, reproduce, download, distribute, upload, link to, transmit, or publicly perform any of Plaintiff's Works; or
  - c) Profiting from the unauthorized copying, reproduction, downloading, distribution, uploading, linking to, transmission, or public performance of any of Plaintiff's Works while declining to exercise a right to stop or limit such unauthorized copying, reproduction, downloading, distribution, uploading, linking to, transmission, or public performance of any of Plaintiff's Works.
- 5) Each side shall bear its own fees and costs of suit.
  - 6) Except as provided herein, all claims alleged in the Complaint are dismissed with prejudice.
  - 7) This Injunction shall be deemed to have been served upon Defendant at the time of its execution by the Court.
  - 8) The Court finds there is no just reason for delay in entering this Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the Court directs immediate entry of this Injunction against Defendant.
  - 9) The Court shall retain jurisdiction of this action to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and enforce the provisions of this Injunction.
  - 10) The above-captioned action, shall, upon filing by Plaintiff of the Settlement Agreement, Stipulation for Entry of Judgment and Judgment

1 Pursuant to Stipulation, and requesting entry of judgment against Defendant, be  
2 reopened should Defendant default under the terms of the Settlement  
3 Agreement.

4 11) This Court shall retain jurisdiction over Defendant for the purpose of  
5 making further orders necessary or proper for the construction or modification of  
6 this consent decree and judgment; the enforcement hereof; the punishment of  
7 any violations hereof; and for the possible entry of a further Judgment Pursuant  
8 to Stipulation in this action.

9 DATED: January 30, 2013

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12 DOLLY M. GEE  
13 United States District Judge  
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**EXHIBIT A**  
**COPYRIGHT REGISTRATIONS**

<b><u>REGISTRATION NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>COPYRIGHT CLAIMANTS</u></b>
RE 683-844	A Big Hand for the Little Lady	Warner Bros. Entertainment Inc.; Eden Productions, Inc.
RE 73-598	Angel Face	RKO General, Inc.
PA 1-733-273	BIG LOVE: Winter	Home Box Office, Inc.
PA 1-729-909	BIG LOVE: A Seat At The Table	Home Box Office, Inc.
PA 1-729-896	BIG LOVE: Certain Poor Shepherds	Home Box Office, Inc.
PA 1-732-179	BIG LOVE: The Oath	Home Box Office, Inc.
PA 1-741-708	BIG LOVE: The Special Relationship	Home Box Office, Inc.
PA 1-736-212	BIG LOVE: D.I.V.O.R.C.E	Home Box Office, Inc.
PA 1-741-709	BIG LOVE: Til Death Do Us Part	Home Box Office, Inc.
PA 1-743-659	BIG LOVE: The Noose Tightens	Home Box Office, Inc.
PA 1-737-340	BIG LOVE: Exorcism	Home Box Office, Inc.
PA 1-396-851	BIG LOVE: Where Men And Mountains Meet	Home Box Office, Inc.
R 640245	Border Incident	Turner Entertainment Co.
RE 575635	Born to Kill	RKO Pictures, Inc.
R 320976	Bullets or Ballots	Turner Entertainment Co.
PA 1-800-456	CHUCK: Chuck Versus The Anniversary	Warner Bros. Entertainment Inc.
PA 1-800-450	CHUCK: Chuck Versus The Cliffhanger	Warner Bros. Entertainment Inc.
R 435886	City for Conquest	Turner Entertainment Co.
RE 73-603	Clash by Night	RKO Pictures, Inc.
R 586037	Crossfire	RKO Pictures, Inc.
RE 131-472	Dial M for Murder [VHS]	Warner Bros. Entertainment Inc.
R 535-984	Dillinger	Monogram Pictures Corp.

PA 1-736-232	GAME OF THRONES: Winter Is Coming	Home Box Office, Inc.
PA 1-736-234	GAME OF THRONES: The Kingsroad	Home Box Office, Inc.
PA 1-737-694	GAME OF THRONES: Lord Snow	Home Box Office, Inc.
PA 1-737-699	GAME OF THRONES: Cripples, Bastards And Broken Things	Home Box Office, Inc.
PA 1-737-696	GAME OF THRONES: The Wolf And The Lion	Home Box Office, Inc.
PA 1-737-695	GAME OF THRONES: A Golden Crown	Home Box Office, Inc.
PA 1-750-434	GAME OF THRONES: You Win Or You Die	Home Box Office, Inc.
PA 1-738-431	GAME OF THRONES: The Pointy End	Home Box Office, Inc.
PA 1-739-318	GAME OF THRONES: Baelor	Home Box Office, Inc.
PA 1-740-116	GAME OF THRONES: Fire And Blood	Home Box Office, Inc.
RE 42-685	His Kind of Woman	RKO Pictures, Inc.
RE 343-400	Home from the Hill	Turner Entertainment Co.; Sol C. Siegel Productions, Inc.
R 562 447	Lady in the Lake	Turner Entertainment Co.
R 474 634	Larceny, Inc.	Turner Entertainment Co.
R 326 309	Love on the Run	Turner Entertainment Co.
RE 73-591	Macao	RKO Pictures, Inc.
1951: RE 42-694; 1986: PA 307 830.	On Dangerous Ground	1951: RKO Pictures, Inc. 1986: Brouwersgracht Investments, B.V.
PA 117-739	Rich and Famous	Turner Entertainment Co.
R 446 786	Shadow of the Thin Man	Turner Entertainment Co.
PA 123-074	Shoot the Moon	Turner Entertainment Co.
R 380 524	The Amazing Dr. Clitterhouse	Turner Entertainment Co.

R 605 070	The Bishop's Wife (Classic Collection)	Samuel Goldwyn Productions
RE 765 229	The Good Guys and the Bad Guys	Warner Bros. Entertainment Inc.
RE 73-604	The Narrow Margin	RKO Pictures, Inc.
RE 42-687	The Racket	RKO Pictures, Inc.
RE 381 048	The Sundowners	Warner Bros. Entertainment Inc.
RE 827-469	The Yakuza	Warner Bros. Entertainment Inc.
PA 1-743-069	TREME: Accentuate The Positive	Home Box Office, Inc.
PA 1-739-172	TREME: Everything I Do Gonh Be Funky	Home Box Office, Inc.
PA 1-750-437	TREME: OnYour Way Down	Home Box Office, Inc.
PA 1-746-591	TREME: Santa Claus, Do You Ever Get The Blues?	Home Box Office, Inc.
PA 1-746-579	TREME: Slip Away	Home Box Office, Inc.
PA 1-746-582	TREME: Feels Like Rain	Home Box Office, Inc.
PA 1-746-583	TREME: Carnival Time	Home Box Office, Inc.
PA 1-756-008	TREME: Can I Change My Mind	Home Box Office, Inc.
PA 1-748-878	TREME: What Is New Orleans?	Home Box Office, Inc.
PA 1-748-782	TREME: That's What Lovers Do?	Home Box Office, Inc.
PA 1-748-781	TREME: Do Whatcha Wanna	Home Box Office, Inc.
RE 702 676	Up the Down Staircase	Boardwalk Productions; Warner Bros. Entertainment Inc.
R 311 470	Wife vs Secretary	Turner Entertainment Co.